

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA  
WINSTON-SALEM DIVISION**

Limitless Bossability LLC.,

Plaintiff,

v.

GFunnel Inc.

Defendants.

**Civil Action No.**

**VERIFIED COMPLAINT**

**JURY TRIAL DEMANDED**

**COMPLAINT FOR COPYRIGHT INFRINGEMENT, AND NORTH CAROLINA  
COMMON LAW UNFAIR COMPETITION, AND STATUTORY  
UNFAIR COMPETITION UNDER NORTH CAROLINA LAW**

Plaintiff, Limitless Bossability LLC (“Bossability” or “Plaintiff”), by and through its attorneys, for its Complaint against defendant GFunnel Inc. (“GFunnel” or “Defendant”), alleges the following. Allegations made on belief are premised on the belief that the same are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

**PRELIMINARY STATEMENT**

1. This is an action for copyright infringement of Plaintiff’s United States Copyright Office Registration Nos. TX 9-377-502, PA 2-463-676, and PA 2-463-678 (“Bossability Copyrights”) under Federal Copyright Act of 1976, as amended, 17 U.S.C. § 101 et seq., hereinafter referred to as the “Copyright Act”; common law trademark infringement of Plaintiff’s LEPO <sup>TM</sup> and LEARN & EARN PROFITS <sup>TM</sup> trademarks (“Bossability Trademarks”) and unfair competition under North Carolina common law; and unfair and deceptive trade practices under N.C. Gen. Stat. § 75-1.1, et seq.

2. The Bossability Copyrights are valid, subsisting, and in full force and effect. True

and correct copies of the federal copyright registration certificates for the Bossability Copyrights are attached hereto as Exhibit 1, Exhibit 2, and Exhibit 3, respectively.

3. Bossability is the authorized owner of the online training course entitled “LEPO MAX™” (“LEPO MAX™ Course”) which includes Bossability Copyrights. Bossability uses Bossability Trademarks in connection with LEPO MAX™ Course, and as a result, Bossability Trademarks have gained significant recognition and good will.

4. The Defendant, while engaged as a technical service provider to Bossability, has reproduced at least one or more exact copies and/or duplicates of LEPO MAX™ Course without Bossability’s authorization (“GFunnel’s Unauthorized & Infringing Course”). The Defendant has and continues to improperly reproduce, advertise, promote, market, offer for sell and/or sell GFunnel’s Unauthorized & Infringing Course infringing upon Plaintiff’s Bossability Copyrights and Bossability Trademarks (the “Bossability Training Materials”) on the HighLevel online platform at <https://www.gohighlevel.com/> (“HighLevel”). By reproducing, advertising, marketing, and/or selling GFunnel’s Unauthorized & Infringing Course on the HighLevel, the Defendant purports it to be a genuine and authorized online course while it improperly and without authorization uses Bossability Training Materials, and as a result, the Defendant has caused and continues to cause confusion and deception regarding the ownership and the original source of the Bossability Course including Bossability Training Materials on related online platforms. As a result of Defendant’s actions, Plaintiff has been and continues to be irreparably damaged through consumer confusion, dilution, and tarnishing of its valuable copyright and goodwill.

5. The GFunnel’s Unauthorized & Infringing Course offered on the HighLevel is an exact copy of the Bossability Course that was copied, reproduced and cloned by GFunnel without Plaintiff’s authorization.

6. In addition, Defendant has offered and continues to offer to sell and/or provide access to the GFunnel's Unauthorized & Infringing Course to other individuals who reside in this Judicial District.

7. Defendant's actions have caused and will continue to cause substantial harm, and, therefore, Plaintiff seeks preliminary and permanent injunctive relief, damages, and attorney's fees and costs.

### **SUBJECT MATTER JURISDICTION**

8. This Court has original subject matter jurisdiction over the copyright claim pursuant to the Copyright Laws of the United States, 17 U.S.C. § 101 et seq., 28 U.S.C. § 1338(a)–(b), and 28 U.S.C. § 1331.

9. This Court has jurisdiction over the common law trademark infringement and unfair competition as well as unfair and deceptive trade practices claims in this action that arise under the laws of the State of North Carolina pursuant to 28 U.S.C. § 1367(a), because the state law claims are so related to the federal claims that they form part of the same case or controversy and derive from a common nucleus of operative facts.

### **PERSONAL JURISDICTION**

10. Personal jurisdiction exists over Defendant in this Judicial District pursuant to N.C. Gen. Stat. § 1-75.4 because, upon information and belief, Defendant regularly conducts, transacts, and/or solicits business in North Carolina and in this Judicial District; derives substantial revenue from business transactions in North Carolina and in this Judicial District; the GFunnel's Unauthorized & Infringing Course offered on the HighLevel have caused irreparable harm to Plaintiff's intellectual property rights and good will within the State of North Carolina, and/or otherwise Defendant avails itself of the privileges and protections of the laws of the State of North

Carolina such that this Court's assertion of jurisdiction over Defendant does not offend traditional notions of fair play and due process.

11. In addition, the GFunnel's Unauthorized & Infringing Course sold to one or more North Carolina customer(s) for use in North Carolina have caused irreparable harm to Plaintiff's intellectual property rights and good will in the State of North Carolina and this Judicial District.

12. For example, Defendant accepts orders for or otherwise makes available the GFunnel's Unauthorized & Infringing Course to customers in North Carolina for their use of the GFunnel's Unauthorized & Infringing Course in North Carolina.

13. Moreover, upon information and belief, Defendant was and/or is systematically directing and/or targeting its business activities at consumers anywhere in the U.S., including those in North Carolina, and more particularly in this Judicial District, via email, as shown in Exhibit 10, or through GFunnel's account(s) on the HighLevel online platform ("Agency Accounts") at <https://www.gohighlevel.com/>, as well as any and all as yet undiscovered other agency accounts with additional online platforms held by or associated with the Defendant, its respective officers, employees, agents, servants and all persons in active concert or participation with any of them. Through these Agency Accounts, consumers in the U.S., including North Carolina and more particularly, in this Judicial District, can communicate with the Defendant regarding the GFunnel's Unauthorized & Infringing Course, and to place orders for, receive invoices for, purchase, and otherwise receive access to the GFunnel's Unauthorized & Infringing Course for delivery and use in the U.S., including North Carolina and more particularly, in this Judicial District, as a means for establishing regular business anywhere in the U.S. including North Carolina and more particularly, in this Judicial District.

14. On information and belief, the Defendant's customers and potential customers

reside in the State of North Carolina, and the Defendant has transacted business with consumers located in the North Carolina and more particularly, in this Judicial District, for the sale, access to and delivery of the GFunnel's Unauthorized & Infringing Course for use in North Carolina.

### **VENUE**

15. Venue is proper in this Court pursuant to at least 28 U.S.C. §§ 1391(b)(2) and 1400(a) because the Defendant has committed acts of copyright infringement in this Judicial District and does substantial business in the Judicial District.

### **PARTIES**

#### **A. PLAINTIFF**

16. Plaintiff, Limitless Bossability LLC ("Bossability") is a limited liability company formed under the laws of the state of Virginia with its principal place of business located at 6255 Town Center Dr., Clemmons, NC 27012. Bossability produces online recording courses for training individuals to establish and/or expand their own startup or existing business on various online platforms where Bossability has established approximately 6,300 paid members. Bossability is the authorized owner of the online training course entitled "LEPO MAX™" ("LEPO MAX™ Course") which includes Bossability Copyrights. Bossability uses Bossability Trademarks in connection with LEPO MAX™ Course, and as a result, Bossability Trademarks have gained significant recognition and good will.

17. Bossability produces online recording courses for training individuals to establish and/or expand their own startup or existing business on various online platforms where Bossability has established approximately 6,300 paid members.

18. Plaintiff is the registered owner of the Bossability Copyrights (attached as

Exhibits 1-3), as identified below Table I.

**Table I**

<b>Copyright Registration No.</b>	<b>Copyright Title</b>	<b>Registration Date</b>	<b>Publication Date</b>
TX 9-377-502  (Exhibit 1)	Learn & Earn Profits Online LEPOMAX  Digital Product Dreamscape  Handbook	04/04/24	02/20/24
PA 2-463-676  (Exhibit 2)	Learn and Earn Profits Online Webinar  (1.16.24)	04/04/24	01/16/24
PA 2-463-678  (Exhibit 3)	What Do You Write in Your Emails  Module 10 - Video 3	04/04/24	01/18/24

19. Plaintiff is the owner of the pending U.S. trademarks applications listed below in Table II. Bossability also has common law rights in the Bossability Trademarks as Bossability started using the Bossability Trademarks at least as early as January 1, 2024 in connection with online training courses.

**Table II**

<b>Trademark Serial No.</b>	<b>Trademark</b>	<b>Filing Date</b>
98226076	LEPO <sup>TM</sup>	Oct. 16, 2023
98226071	LEARN & EARN PROFITS <sup>TM</sup> (Word Mark)	Oct. 16, 2023
98226069	LEARN & EARN PROFITS ONLINE <sup>TM</sup> (Design Mark)	Oct. 16, 2023
98226087	Limitless Bossability LLC <sup>TM</sup>	Oct. 16, 2023

## **B. DEFENDANT**

20. On information and belief, Defendant, GFunnel Inc. is a corporation formed under the laws of the state of Texas with its principal place of business located at 17350 State Hwy 249, Ste 220, Houston TX 77064. On information and belief, GFunnel is the operating company with an agency account on HighLevel providing support services to potential business customers on HighLevel. On information and belief, Cameron Garlick, a resident of Texas, is a Chief Executive Officer of GFunnel.

## **FACTUAL BACKGROUND**

21. Bossability is the authorized owner of the online training course entitled “LEPO MAX™” (“LEPO MAX™ Course”).

22. In February 2024, as work for hire for Bossability, Michelle Lee Spark, a citizen of the United States, created a new training material for Bossability, Titled and known as “Learn & Earn Profits Online LEPOMAX Digital Product Dreamscape Handbook” (hereinafter the “LEPOMAX Handbook”). A copy of the LEPOMAX Handbook is attached hereto as Exhibit 4.

23. As work for hire, Michelle Lee Spark transferred any and all of her ownership rights in the LEPOMAX Handbook to Bossability.

24. The LEPOMAX Handbook is copyrightable subject matter under the laws of the United States.

25. In January 2024, as work for hire for Bossability, Michelle Lee Spark, a citizen of the United States, created a new training material for Bossability, Titled and known as “Learn and Earn Profits Online Webinar (1.16.24)” (hereinafter the “Learn and Earn Profits Webinar”).

A screenshot of the Learn and Earn Profits Webinar is attached hereto as Exhibit 5.

26. As work for hire, Michelle Lee Spark transferred any and all of her ownership rights in the Learn and Earn Profits Webinar to Bossability.

27. The Learn and Earn Profits Webinar is copyrightable subject matter under the laws of the United States.

28. In January 2024, as work for hire for Bossability, Michelle Lee Spark, a citizen of the United States, created a new training material for Bossability, Titled and known as “What Do You Write in Your Emails Module 10 - Video 3” (hereinafter the “Module 10 Video 3”). A screenshot of the Module 10 Video 3 is attached hereto as Exhibit 6.

29. As work for hire, Michelle Lee Spark transferred and any and all of her ownership rights in the Module 10 Video 3 to Bossability.

30. The Module 10 Video 3 is copyrightable subject matter under the laws of the United States.

31. The LEPOMAX Handbook, Learn and Earn Profits Webinar, and Module 10 Video 3, i.e. Bossability Copyrights, were first published on February 20, 2024, January 16, 2024, and January 18, 2024, respectively.

32. Bossability registered the LEPOMAX Handbook, Learn and Earn Profits Webinar, and Module 10 Video 3 with the United States Copyright Office on April 4, 2024, complying in all respects with the registration and deposit requirements of the Copyright Law of the United States (Title 17) (“Copyright Law Act”), copies of said registration applications being attached hereto as Exhibit 1, Exhibit 2, and Exhibit 3, respectively.

33. Bossability legally owns the Bossability Training Materials, and all the exclusive copyrights therein and is entitled to copyright protection.



34. Bossability has produced and sold numerous copies of the Bossability Training Materials.

35. Bossability's copyright ownership is clearly noticed on Bossability Training Materials. All individual Bossability Training Materials are marked with a notice of Bossability's copyright ownership of the Bossability Training Materials.

36. On October 23, 2023, Bossability filed the following trademark applications with the U. S. Patent and Trademark Office listed below in Table III. Bossability also has common law rights in the Bossability Trademarks as Bossability started using the Bossability Trademarks as early as January 1, 2024 in connection with online training courses.

**Table III**

<b>Trademark Serial No.</b>	<b>Trademark</b>	<b>Filing Date</b>
<b>Trademark Serial No.</b>	<b>Trademark</b>	<b>Filing Date</b>
98226076	LEPO™	Oct. 16, 2023
98226071	LEARN & EARN PROFITS ONLINE™ (Word Mark)	Oct. 16, 2023
98226069	LEARN & EARN PROFITS ONLINE™ (Design Mark)	Oct. 16, 2023
98226087	Limitless Bossability LLC™	Oct. 16, 2023

37. Bossability has expended substantial resources in designing, developing, promoting, producing, marketing and selling its LEPO MAX™ Course and has built a valuable online business based on the demand for its LEPO MAX™ Course. Bossability has become

identified in the minds of the target consumers as the provider of high-quality online courses.

38. Defendant GFunnel was engaged by Bossability in early November of 2023 to provide online support to Bossability and its customers.

39. On December 28, 2023, Bossability launched its LEPO MAX™ Course & Community Beta Tester via its subaccount enrolled on HighLevel under the GFunnel Agency Account on HighLevel.

40. On January 1, 2024, Bossability launched its LEPO MAX™ Course & Community to public via its subaccount enrolled on HighLevel under the GFunnel Agency Account on HighLevel.

41. Despite the need for customers to directly and smoothly access the purchased LEPO MAX™ Course, GFunnel required an additional registration step with GFunnel for Bossability's customers before such customers were granted access to the LEPO MAX™ Course. While such registration provided GFunnel with access to Bossability's customer list, this initial additional registration requirement resulted in significant customer dissatisfaction, and Bossability required the process to be changed to allow its customers access directly to the LEPO MAX™ Course and its Community following purchase without any additional registration step with GFunnel.

42. By February 20, 2024, GFunnel had failed to provide adequate technical support to address various technical problems as it was supposed to provide, and as a result numerous customer concerns were not addressed. During this same period, Bossability's community had grown to over 5,000 members, and it had become obvious that GFunnel was unable to provide proper technical support.

43. On February, 20, 2024, Bossability informed GFunnel of its intent to leave

GFunnel by March 16, 2024, i.e. the end of the monthly subscription period, and move LEPO MAX™ Course, community and members out of GFunnel due to lack of adequate technical support.

44. On February 24, 2024, GFunnel by and through its Chief Operating Officer, Cameron Garlick, made an unauthorized duplicate copy of LEPO MAX™ Course, i.e. GFunnel's Unauthorized & Infringing Course, and moved it to another location and offered the GFunnel's Unauthorized & Infringing Course to its members and public without any authorization from Bossability. A screenshot of the GFunnel's Unauthorized & Infringing Course offered by GFunnel on HighLevel is attached hereto as Exhibit 7.

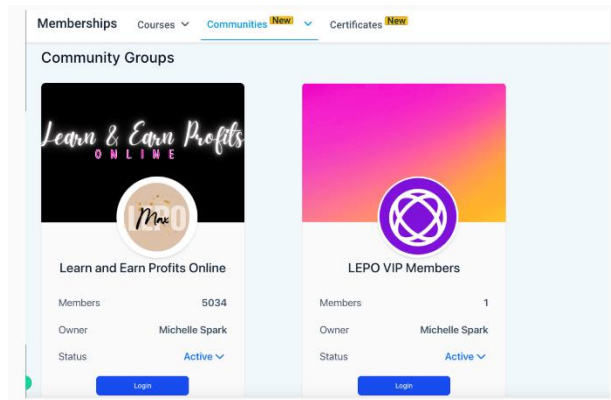
45. On February 24, 2024, GFunnel by and through its Chief Operating Officer, Cameron Garlick, started removing user and/or administrative access to Bossability's subaccount on HighLevel from Bossability's coaches and employees.

46. Based on information and belief, on or about February 24, 2024, GFunnel by and through its Chief Operating Officer, Cameron Garlick, downgraded Bossability's LEPO MAX™ account from a paid account to a free plan despite the fact that Bossability's subscription was fully paid until March 16, 2024, and as a result Bossability's employees and coaches account access was restricted and not able to send emails or conduct verification of the emails for paid accounts.

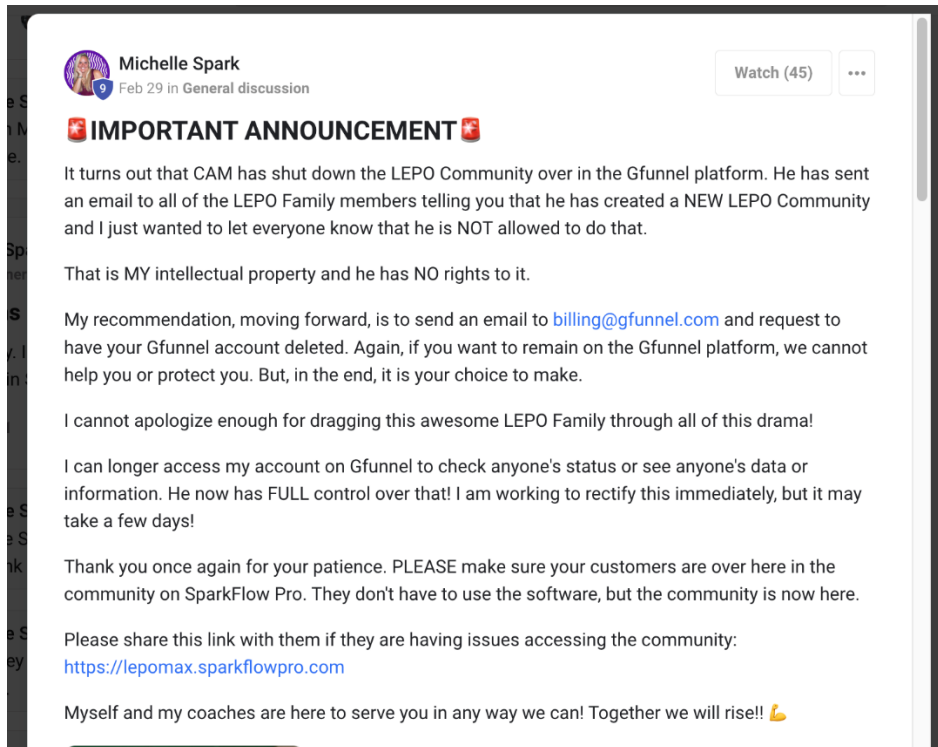
47. On February 26, 2024, Bossability published a post on its LEPO MAX™ community that Bossability will be closing its subaccount on GFunnel and will move it to a new platform with instructions for members to join.

48. On February 27, 2024, Bossability's LEPO MAX™ community: Learn & Earn Profits had 5,034 members and LEPO VIP Members had 1 member in its subaccount registered

on HighLevel under GFunnel's Agency account, as shown below in the screenshot taken on February 27, 2024, just prior to suspension of Bossability and its employees and coaches from its HighLevel account by GFunnel by and through its Chief Operating Officer, Cameron Garlick.

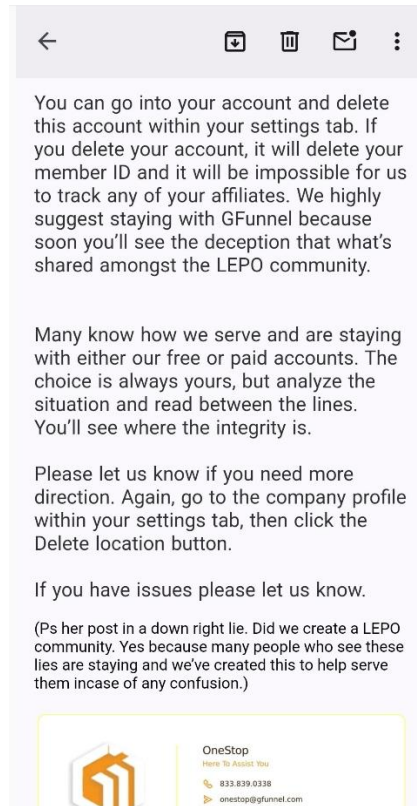


49. On February 29, 2024, Bossability published a post on its original LEPO MAX™ community located on the Skool platform that Bossability will be leaving GFunnel and will move to a new platform under Bossability's new account name SparkFlow Pro with instructions for members to join, as shown in the screenshot below.

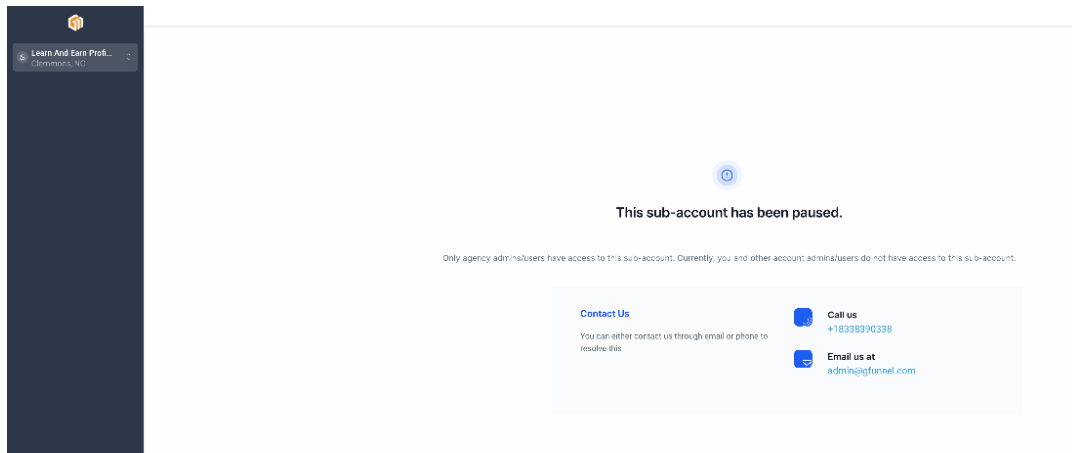


50. Subsequently on February 29, 2024 and in response to Bossability's departure announcement, GFunnel by and through its Chief Operating Officer, Cameron Garlick, published a defamatory statement about Bossability's CEO, Michelle Spark, that was communicated with over 5,000 of Bossability's paid members.

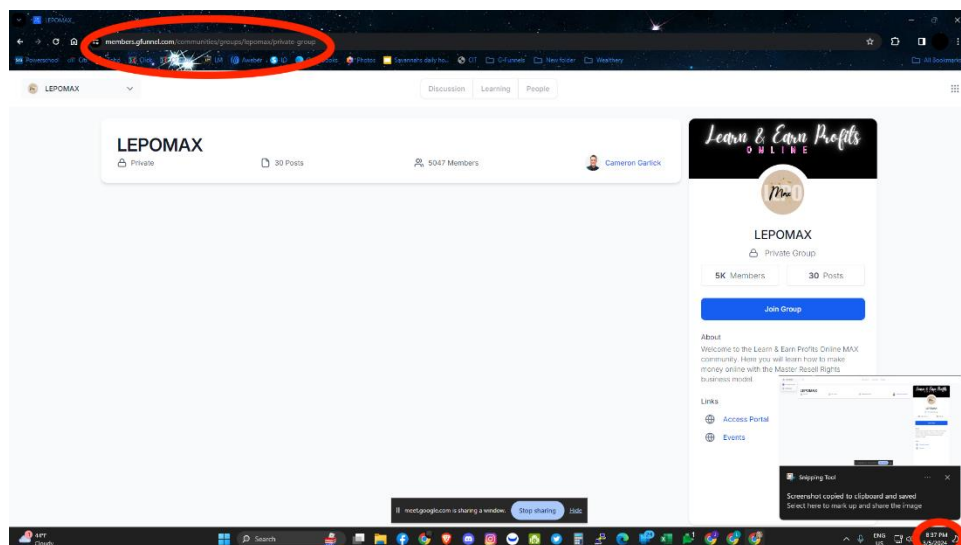
51. As an attempt to take control of Bossability's subaccount paid members, GFunnel engaged in continuous and calculated misinformation including additional defamatory statements about Bossability's CEO, Michelle Spark, which was communicated with over 5,000 of Bossability's paid members, as shown in the screenshot below. While GFunnel continued to publish misinformation, GFunnel's misinformation caused even more customer dissatisfaction and confusion.



52. On February 29, 2024 and as a further attempt to take control of Bossability's subaccount paid members, GFunnel by and through its Chief Operating Officer, Cameron Garlick, fully suspended Bossability's subaccount on GFunnel without cause and removed Bossability's CEO's full access to Bossability's subaccount, LEPO MAX™ community, LEPO MAX™ Course, and customers and any and all of its financial transactions, and/or any and all communication capabilities as part of Bossability's sub-account on the GFunnel Agency Account, as shown in the screenshot below.



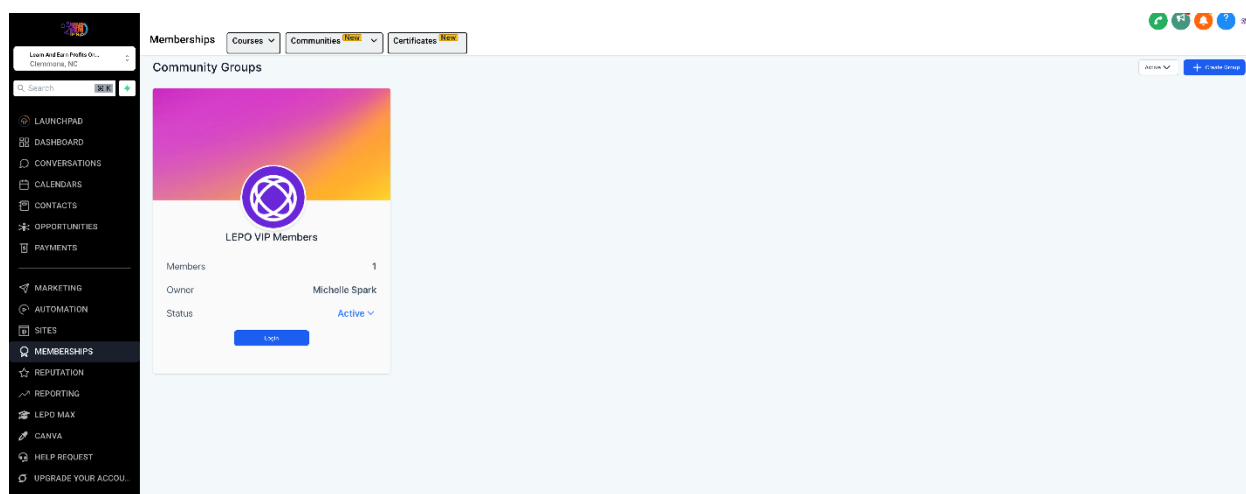
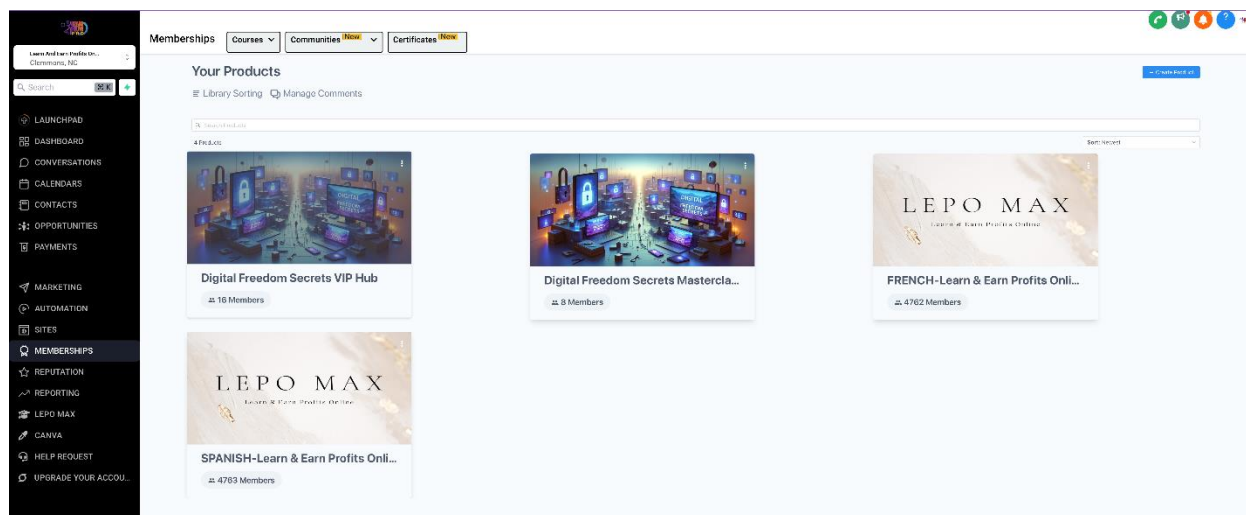
53. On March 1, 2024 and as a further attempt to take control of Bossability's subaccount paid members, GFunnel by and through its Chief Operating Officer, Cameron Garlick, removed Bossability's community URL from <https://lepomax.gfunnel.com> and replaced with <https://members.gfunnel.com>, and continued to engage with Bossability's LEPO MAX™ community members pretending to be Bossability, and effectively claiming ownership of Bossability's LEPO MAX community, as shown in the screenshot below.



54. On March 4, 2024, the dispute was elevated to HighLevel, and subsequently on

March 6, 2024, Bossability requested support from HighLevel to transfer Bossability's subaccount from GFunnel Agency Account to SparkFlow Pro agency account.

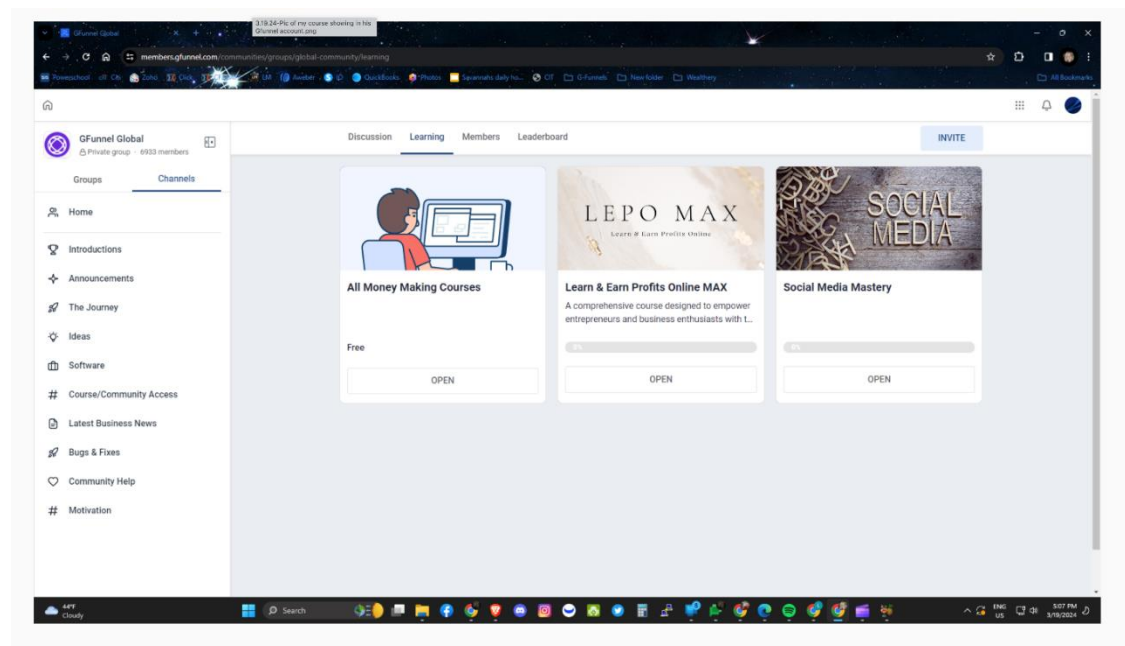
55. On March 14, 2024, Bossability's subaccount transfer from GFunnel Agency Account to SparkFlow agency account was completed; however, Bossability LEPO MAX™ Course and Bossability's over 5000 paid member community had not been transferred and they were missing in the new subaccount, as shown in the before and after screenshots below, having been removed by GFunnel by and through its Chief Operating Officer, Cameron Garlick, prior to the account transfer facilitated by HighLevel.



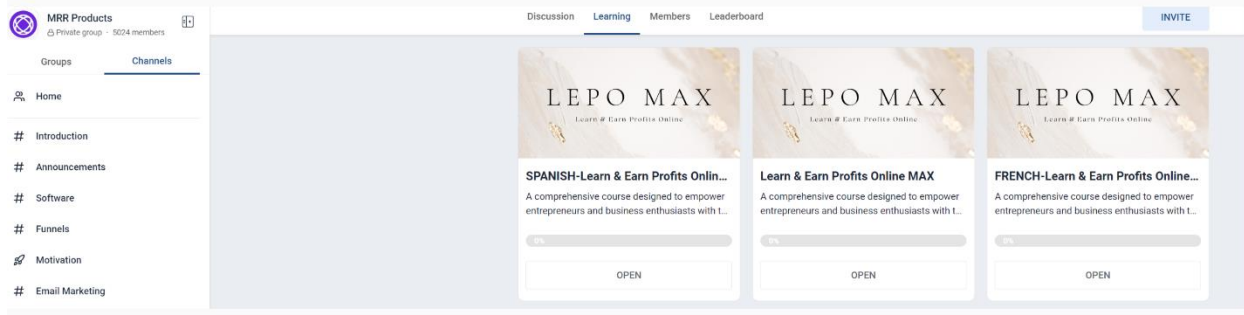


56. As a further attempt to take and maintain control of Bossability's subaccount with over 5000 paid members, GFunnel by and through its Chief Operating Officer, Cameron Garlick, required a \$100 transfer fee if any members decided to leave GFunnel and join Bossability's newly established community on Sparkflow.

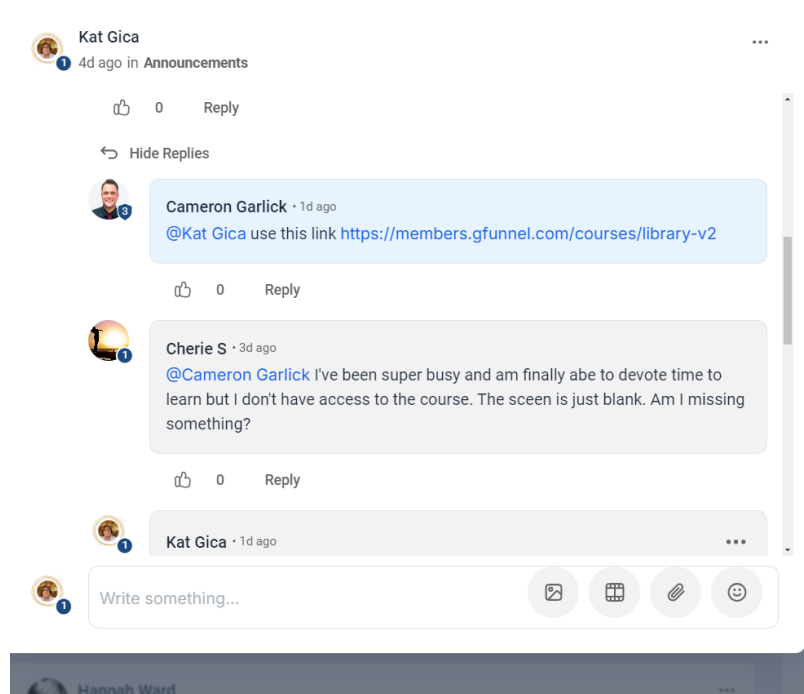
57. Below is a March 19, 2024 screenshot of GFunnel's account improperly advertising, promoting, marketing, offering for sell and/or selling GFunnel's Unauthorized & Infringing Course infringing upon Plaintiff's Bossability Copyrights and Bossability Trademarks on the HighLevel platform.



58. Below is a March 24, 2024 screenshot of Gfunnel's account improperly advertising, promoting, marketing, offering for sell and/or selling GFunnel's Unauthorized & Infringing Course infringing upon Plaintiff's Bossability Copyrights and Bossability Trademarks on the HighLevel.

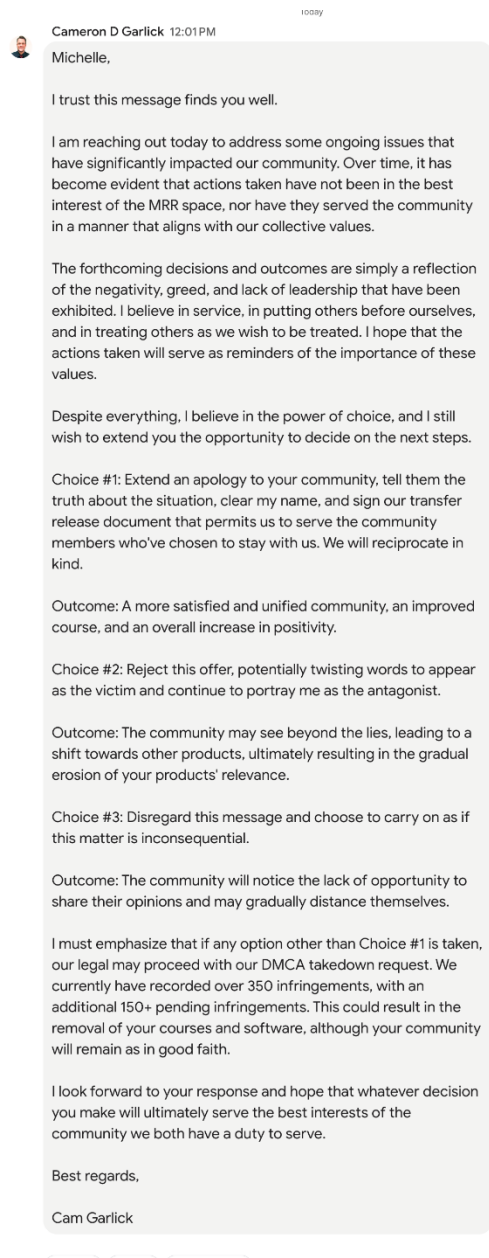


59. Below is an April 8, 2024 screenshot of a chat between GFunnel's Chief Operating Officer, Cameron Garlick and a customer, wherein GFunnel by and through its Chief Operating Officer, Cameron Garlick, provided a link to the customer to access the GFunnel's Unauthorized & Infringing Course infringing upon Plaintiff's Bossability Copyrights and Bossability Trademarks on GFunnel's account.



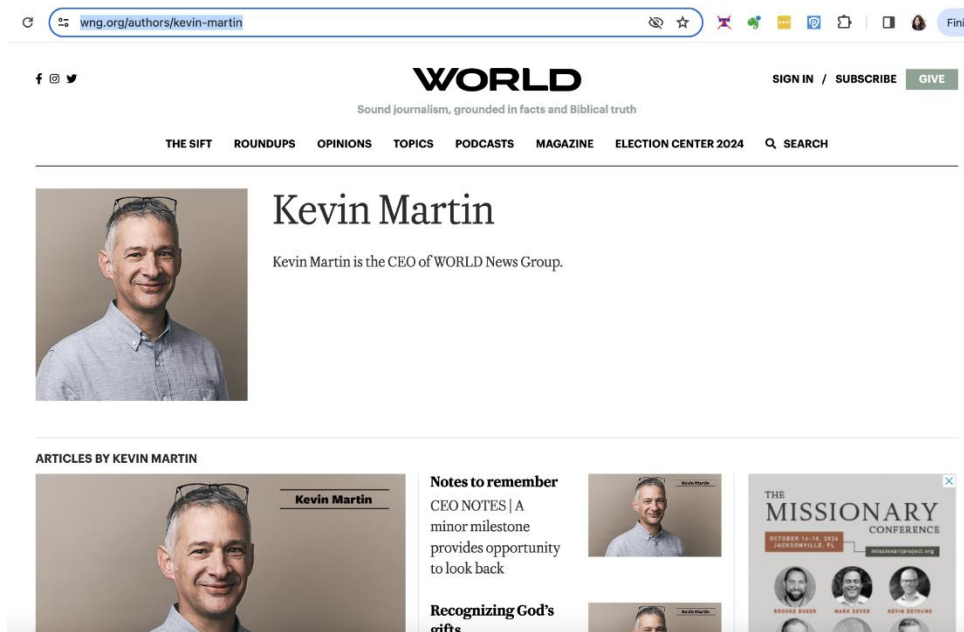
60. Below is an April 8, 2024 screenshot of a chat between GFunnel's Chief Operating Officer, Cameron Garlick and Bossability, wherein GFunnel by and through its Chief Operating Officer, Cameron Garlick, communicates baseless allegations of IP infringement and

retaliation in order to take and maintain control of Bossability's subaccount and community with over 5000 paid members.



61. Based on information and belief, as part of the effort to generate misinformation and gain further access to Bossability's LEPO MAX™ Course, GFunnel by and through its Chief Operating Officer, Cameron Garlick, generated a fake profile impersonating Kevin Martin,

CEO of World News Group and a resident of North Carolina, as shown in his genuine profile screenshot on [www.wng.org/authors/kevin-martin](http://www.wng.org/authors/kevin-martin).



62. On 01/18/2024, GFunnel by and through its Chief Operating Officer, Cameron Garlick, published a publicly available TikTok video on his @mrgarlick channel at the link shown below admitting to creating Kevin Martin's fake profile for use in fraudulent transactions including fraudulent financial transactions:

[https://www.tiktok.com/@mrgarlick/video/7325487090144267563?is\\_from\\_webapp=1&sender\\_device=pc&web\\_id=7359604106405234207](https://www.tiktok.com/@mrgarlick/video/7325487090144267563?is_from_webapp=1&sender_device=pc&web_id=7359604106405234207).

63. Mr. Kevin Martin has confirmed in writing to Bossability that his picture, name and identity were stolen and used without his permission to create the fake profile created by GFunnel by and through its Chief Operating Officer, Cameron Garlick, impersonating the real Kevin Martin and that the account does not belong to him, as shown in Exhibit 8.

64. Based on information and belief, as part of GFunnel's effort to generate additional misinformation and gain further access to Bossability's LEPO MAX™ Course,

GFunnel by and through its Chief Operating Officer, Cameron Garlick, created chat discussions between Cameron Garlick and Kevin Martin's fake profile as an attempt to convince Bossability's LEPO MAX™ community with 5000 paid members to stay with GFunnel instead of leaving it and joining Bossability on SparkFlow, as shown in Exhibit 9.

65. On March 1, 2024, based on information and belief, as part of GFunnel's effort to generate misinformation and gain further access to Bossability's Course, GFunnel by and through its Chief Operating Officer, Cameron Garlick, purchased and/or secured access to Bossability's LEPO MAX™ Course on behalf of Kevin Martin's fake profile.

66. Bossability has reported GFunnel and its Chief Operating Officer, Cameron Garlick, to HighLevel for violation of the HighLevel's terms. GFunnel's access to HighLevel has now been restricted; however, GFunnel by and through its Chief Operating Officer, Cameron Garlick, has and continues to access the HighLevel platform with other profiles in an attempt to continue its infringing activities.

67. Defendant's actions are intended and/or operate to confuse the public. Defendant markets, offers for sale and/or sells, and/or otherwise makes available to the public GFunnel's Unauthorized & Infringing Course under the Bossability's Trademarks.

68. Bossability's sale of its own LEPO MAX™ Course including the Bossability Training Materials and derivatives thereof are prejudiced by Defendant's actions, all to Bossability's irreparable damage.

## **FIRST CAUSE OF ACTION**

### **COPYRIGHT INFRINGEMENT (17 U.S.C. § 101, et seq.)**

69. Paragraphs 1 through 68 are incorporated herein as though set forth in their entirety.

70. GFunnel by and through its Chief Operating Officer, Cameron Garlick, unlawfully and willfully copied all or a part of Bossability's Training Materials, in violation of Bossability's copyright.

71. The unauthorized duplicated version of LEPOMAX Handbook included in GFunnel's Unauthorized & Infringing Course found in Exhibit 7 of this Complaint infringes Bossability's copyright in the original LEPOMAX™ Handbook.

72. The unauthorized duplicated version of Learn and Earn Profits Webinar included in GFunnel's Unauthorized & Infringing Course found in Exhibit 7 of this Complaint infringes Bossability's copyright in the original Learn and Earn Profits™ Webinar.

73. The unauthorized duplicated version of Module 7 Video 3 included in GFunnel's Unauthorized & Infringing Course found in Exhibit 7 of this Complaint infringes Bossability's copyright in the original Module 10 Video 3.

74. The Defendant's unauthorized duplicated Training Materials included in GFunnel's Unauthorized & Infringing Course are strikingly similar to or are exact copies of Bossability's Training Materials.

75. Bossability has lost substantial revenue from Defendant's unlawful and willful copying of Bossability's Training Materials copyrighted works.

76. Defendant's unauthorized duplicated Training Materials included in GFunnel's Unauthorized & Infringing Course dilute the market and serve to destroy the distinctiveness of Bossability's Training Materials copyrighted works.

77. Defendant's unauthorized copying of Bossability's Training Materials and offering them as GFunnel's Training Materials destroys the public's identification of the Bossability Training Materials to Bossability as Bossability's exclusive property, thereby

confusing the public and causing Bossability to suffer irreparable damages and lost profits.

78. Bossability's sale of its own works and derivative works is prejudiced by Defendant's copyright infringements.

## **SECOND CAUSE OF ACTION**

### **COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION**

79. The allegations set forth in the foregoing paragraphs 1 through 78 are incorporated herein as though set forth in their entirety.

80. Bossability is the owner of the Bossability Trademarks, all of which are valid and protectible.

81. Defendant GFunnel has used marks that are identical and/or confusingly similar to Bossability's Trademarks in connection with the sale, offering for sale, distribution, and advertising of its GFunnel's Unauthorized & Infringing Course, as shown in Exhibit 7.

82. Bossability did not authorize or consent to GFunnel's use of the identical and/or confusingly similar marks.

83. Defendant GFunnel is willfully using these confusingly similar marks despite having actual knowledge of Bossability's common law rights in these marks.

84. Defendant GFunnel is using these marks with the knowledge that such use will cause confusion, mistake, or deception.

85. Defendant's acts and conduct as set forth above constitute unfair competition in North Carolina at common law.

86. Bossability, as a proximate result of such conduct, has suffered and will continue to suffer losses and damages in an amount to be determined at trial.

87. Where a substantial amount of the damage caused by Defendant's conduct is and will be irreparable and for which Bossability has no remedy at law, Bossability is further entitled to preliminary and permanent injunctive relief.

### **THIRD CAUSE OF ACTION**

#### **UNFAIR AND DECEPTIVE TRADE PRACTICES N.C. GEN. STAT. § 75-1.1, et seq.**

88. Paragraphs 1 through 87 are incorporated herein as though set forth in their entirety.

89. Defendant GFunnel's conduct constitutes unfair and deceptive trade practices in at least the following ways:

- (i) GFunnel has used marks that create a likelihood of confusion, mistake, or deception as to the source of the parties' products and services;
- (ii) GFunnel has used marks that create a likelihood of confusion, mistake, or deception as to Bossability's affiliation, connection, association with, or endorsement by GFunnel, and vice versa;
- (iii) GFunnel is using confusingly similar marks with the knowledge of Bossability's ownership and exclusive right to use the Bossability's Trademarks;
- (iv) GFunnel is using confusingly similar trademarks without Bossability's authorization or consent;
- (v) GFunnel has made false representations regarding the identity of Kevin Martin, a resident of North Carolina, and created one or more fake online profile(s) for him in order to purchase and/or



gain access to Bossability's LEPO MAX™ Course; and

- (vi) GFunnel's false representations to consumers regarding GFunnel's rights to use Bossability's copyrights when used in conjunction Bossability's Trademarks, identifies GFunnel as the source of the LEPO MAX™ Course.

90. Defendant's use of Bossability's copyrights and marks were and continues to be a business practice in or affecting commerce within the meaning of N.C. Gen. Stat. § 75-1.1, *et seq.*

91. Defendant's actions are proximately causing Bossability to suffer damages.

92. Bossability is entitled to treble damages pursuant to N.C. Gen. Stat. § 75-16.

93. Bossability is entitled to recover attorneys' fees pursuant to N.C. Gen. Stat. § 75-16.1.

### **JURY DEMAND**

90. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all issues triable as such.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

A. Judgment in favor of Plaintiff Bossability against Defendant:

1. Finding in favor of Bossability and against GFunnel on all claims and defenses;
2. Ordering that Defendant, its affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be temporarily, preliminarily, and permanently

enjoined and restrained from:

- a. appropriating and using Bossability's copyrighted works;
- b. marketing, selling, or otherwise making available its infringing GFunnel's Unauthorized & Infringing Course to the public;
- c. committing any acts calculated to cause consumers to believe that Defendants' GFunnel's Unauthorized & Infringing Course are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing the Bossability's Copyrights and Bossability's Trademarks and damaging Plaintiff's goodwill;
- e. otherwise competing unfairly with Plaintiff in any manner;
- f. shipping, delivering, holding for sale, transferring, or otherwise moving, storing, distributing, returning, reproducing, or otherwise disposing of, in any manner, online training course not produced by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which copy the Bossability's Training Materials or any reproductions, counterfeit copies, or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning any online accounts, the Defendant internet stores, or any other domain name or online account or email accounts that is being used to sell or is the means by which Defendants could continue to sell the GFunnel's Unauthorized & Infringing Course;
- h. operating, participating in, and/or hosting online accounts that are involved with the distribution, marketing, advertising, offering for sale, or sale of any GFunnel's Unauthorized & Infringing Course embodying

the Bossability's Copyrights and Bossability's Trademarks or any reproduction, counterfeit copy or colorable imitation thereof that is not a genuine Bossability LEPO MAX™ Course or not authorized by Plaintiff to be sold in connection with the Bossability Copyrights and/or Bossability Trademarks.

- i. making any disparaging remarks regarding Bossability, and its affiliates, officers, agents, servants, employees, and/or attorneys.
3. Ordering that Defendant shall undertake a corrective public statement on HighLevel;
4. Ordering that Defendant, within thirty days after issuance of the judgment demanded herein, be required to file with this Court and serve upon Bossability's counsel a written report under oath setting forth in detail the manner in which GFunnel has complied with the judgment;
5. Ordering that Defendant pay to Bossability all damages suffered by Bossability due to Defendant's unlawful acts, with prejudgment interest, as well as account for and pay to Bossability all gains and profits that GFunnel has enjoyed at Bossability's expense. At present, Bossability cannot ascertain the full extent of its damages and lost profits.
6. In the alternative, that Plaintiff be awarded statutory damages of not less than \$30,000 for each and every infringement of the Bossability Copyrights pursuant to 17 U.S.C. § 504(c), which should be enhanced to a sum of not more than \$150,000 by 17 U.S.C. § 504(c)(2) because of Defendants' continuous and currently ongoing willful copyright infringement.

7. That Plaintiff be awarded its reasonable attorneys' fees and costs; and
8. Award any and all other relief that this Court deems just and proper.

Dated: April 22, 2024

/s/ Ray Ashburg

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*Attorneys for Plaintiff Limitless  
Bossability LLC.*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA  
WINSTON-SALEM DIVISION**

Limitless Bossability LLC.,

Plaintiff,

v.

GFunnel Inc.

Defendants.

**Civil Action No.**

**Verification**

Michelle Lee Spark, being first duly sworn, deposes and says as follows:

That I am the sole member and Chief Executive Officer of Limitless Bossability LLC., in its principal place of business located at 6255 Town Center Dr., Clemmons, NC 27012, Plaintiff in the above-entitled action, and as such have read the foregoing verified complaint and know the contents thereof; that the same is true of my knowledge except those matters and things based upon information and belief, and as to those matters and things, if any, I verily believe them to be true,

This is 22<sup>nd</sup> day of April, 2024.

  
Michelle Lee Spark

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF Davie

I, Dottie Graham, a Notary Public in and for said County and State, do hereby certify that **Michelle Lee Spark** personally appeared before me this day and acknowledged the due execution of the foregoing Complaint.

WITNESS my hand and notarial seal, this 22 day of April, 2024.

Dottie Graham

Notary Public

(SEAL)

My Commission Expires on Apr. 6, 2025.

